

REMARKS/ARGUMENTS

The present Amendment is in response to the Office Action having a mailing date of July 27, 2006. Claims 1-19 are pending in the present Application. Applicant has amended claims 1, 5, 6, 10, 14, 15, and 19. Applicant has also canceled claims 5-6 and 14-15. Consequently, claims 1-4, 7-13, and 16-19 remain pending in the present Application.

Applicant has amended claims 1, 10, and 19 to more positively recite the steps through which a selection of a business segment and performance level are made. Support for the amendment may be found in the specification, paragraphs 16-17. Claims 1 and 10 have also been amended to incorporate the limitations of claims 5-6 and 14-15, respectively. Accordingly, Applicant respectfully submits that no new matter is added.

In the above-identified Office Action, the Examiner rejected claims 1-19 under 35 U.S.C. § 112, first paragraph, as failing to comply with the written description requirement. In so doing, the Examiner indicated that applicant “fails to fully describe the mathematical process as to how a default system is determined.” The Examiner further indicated that although some mathematical processes including multiplying certain variables were carried out, the specification “fails to actually show and give an example of how this process is carried out.” The Examiner also indicated that because multiple default offerings may be provided, a customer may end up having to choose components piece by piece. The Examiner also noted that the specification did not specifically disclose a mechanism for distinguishing equal high scores. Further, the Examiner noted that there is no indication how different businesses would be dealt with.

Applicant respectfully traverses the Examiner’s rejection. The discussion of Figures 4A and 4B in paragraphs 20-27 describes one embodiment of a specific method for determining the defaults to be offered. In particular, the specification describes providing a segment variable that

may be between 0.1 and 1.0 for each of the possible components. Specification, paragraph 20. The value of the segment variable depends both upon the business segment selected and the component. Specification, paragraph 20. Higher values represent components more likely to be included in the default. Specification, paragraph 20. Also in this embodiment, performance variables may be provided based upon the user's selection of a desired performance level (e.g. a desired processor). Specification, paragraph 22. In this embodiment, the inventory for the components is also determined and assigned a variable based on availability. Specification, paragraph 23. These variables may be multiplied together for components in a particular combination and the combination having the highest score provided as a default. Specification, paragraph 24. In addition, if multiple defaults are provided, combinations having different scores may be provided. Specification, paragraph 24.

Thus, the specification describes one embodiment of how default(s) may be selected based upon mathematical variables. Although more than one default may be provided, there is no indication in the specification that each component must be made part of the default. Stated differently, there is no indication in the specification that the default(s) provided must include all combinations of components. Consequently, there is no indication that the customer must choose every component of the system. Furthermore, although it is theoretically possible that variables for the embodiment described might be selected such that more than one high score might be obtained, such an outcome need not result. The specification does mention that multiple defaults may be provided. Specification, paragraph 24. Although combinations having lower scores might be used for multiple defaults, combinations which share the same high score might also be provided. Consequently, to the extent that the specification describes providing more than one default as an option, a mechanism for resolving such conflicts is described. Applicant also notes that 35 U.S.C.

§ 112 requires that the specification describe the claimed subject matter in such a way as to enable one skilled in the art to which it pertains, or with which it is most nearly connected, to make and/or use the invention. Applicant respectfully submits that one of ordinary skill in the art would be capable of determining how to resolve such conflicts or ensuring that such conflicts did not exist.

With respect to the Examiner's contention that the specification does not describe how different businesses would be dealt with, Applicant notes that the use of mathematical variables generalizes the methods, systems, and computer-readable media described. In particular, the use of mathematical variables is not restricted to providing a computer system. The specification describes variables for different aspects of the system being built. Specification, paragraphs 20-22. The business segment for which the system is intended, performance level desired by the user, and the availability of components may all be accounted for mathematically. For different businesses, different *values* of the variables might be assigned for the different components possible. The values assigned depend upon the components in the system being sold and the preferences of the vendor of the system being sold. Specification, paragraphs 20-24. Because a mathematical characterization of the desirability of different components is used, the method, system, and computer-readable medium can be readily used by different businesses simply by assigning values of the variables based upon the components that may be included in the default and the preferences of the vendor of the system. Consequently, the written description does provide a mechanism for extending the method, system, and computer-readable medium to other businesses because the components of the default may be selected based upon the mathematical model described..

Thus, Applicant respectfully submits that the specification does adequately describe the invention as recited in claims 1-19. Accordingly, Applicant respectfully submits that claims 1-19 comply with the enablement requirement of 35 U.S.C. § 112, first paragraph.

In the above-identified Office Action, the Examiner rejected claims 1-18 under 35 U.S.C. § 112, second paragraph. In particular, the Examiner indicated that claims 1 and 10 omitted the essential steps of providing the business segments and performance variables to the customer. Applicant has amended claims 1 and 10 to include these steps. The Examiner also indicated that the terms “the plurality of business segments” and “the plurality of components” in claim 1 lack proper antecedent basis. However, Applicant notes that “a plurality of business segments” and “a plurality of components” are already recited in the preamble of claim 1. Consequently, Applicant respectfully submits that claim 1 is clear and definite.

The Examiner also indicated that claims 3-4 and 12-13 were indefinite because the default is determined based on segment and performance variable(s). Applicant respectfully traverses the Examiner’s rejection. Claims 3-4 depend upon claim 2, which recites that the segment variables are determined based upon the “at least one” business segment selected by the customer and that the performance variables are provided based upon the segment variable. Similarly, claims 12-13 depend upon claim 11, which recites that the segment variables are determined based upon the “at least one” business segment selected by the customer and that the performance variable is provided based upon the segment variable. Consequently, the manner in which the performance and segment variables are determined is recited. In addition, because the performance variable is based on the segment variable, the performance variable is also based upon the business segment(s) selected by the customer. Because both the performance variable and segment variable are based on the business segment(s) selected, determining the default based upon the performance and segment

variables is consistent with determining the default(s) based on the business segment. Accordingly, Applicant respectfully submits claims 3-4 and 12-13 are clear and definite.

The Examiner also indicated that claims 5-6 and 14-15 were rejected under 35 U.S.C. § 112, second paragraph. However, claims 5-6 and 14-15 have been canceled. Applicant also respectfully traverses the Examiner's rejection, particularly as it applies to other claims such as claims 1 and 10. Claims 1 and 10 currently recite that the performance levels and business segments are provided to the customer. However, Applicant notes that there is no requirement that all possible business segments possible be provided to the customer for viewing and selection. Limiting the business segments and/or performance levels accessible by the user merely further limits the customer's choices. Consequently, Applicant respectfully submits that the claims are clear and definite.

The Examiner also indicated that claims 7-8 and 16-17 were rejected under 35 U.S.C. § 112, second paragraph. In particular, the Examiner found the recitation that "a portion" of the components would be validated against inventory or available. Applicant respectfully traverses the Examiner's rejection. In addition, Applicant notes that there is no requirement that all components validated against inventory or be available. Validating only a portion of the components might mean that it is known that some portion of the components are always or never available, or may simply further limits the customer's choices. In addition, the "portion" simply means less than all of the components may be validated or available. Consequently, Applicant respectfully submits that validating only a portion of the business segments to the consumer does not render the claims 7-8 and 16-17 indefinite.

In the above-identified Office Action, the Examiner rejected claims 1-18 under 35 U.S.C. § 101 because a result cannot be assured or is unpredictable. Consequently, the Examiner indicated

that claims 1-18 fail to produce a concrete result. In so concluding the Examiner expressly noted that a person choosing the variable values might have different views as to the importance of particular components and would, therefore, choose different values.

Applicant respectfully traverses the Examiner's rejection. As discussed above, specific variables may be provided for components based upon the business segment, performance level, and inventory. Applicant agrees that the importance placed these categories may differ. As a result, the *values* of the variables for different components may be selected by the vendor to reflect what the vendor believes is important. Consequently, the default(s) dynamically provided to the customer reflect the choices made by the vendor of the products as well as choices by the customer. As a result, the methods, computer-readable media, and system recited in in claims 1-19 may be used by different vendors to improve the defaults provided to customers. Stated differently, based upon the vender's selection for different variables, the defaults provided by one vendor may be different than the defaults provided by another vendor. This is true even if the vendors sell similar products. However, for a single vendor and a corresponding set of values for the variables recited, the default provided is not unpredictable. Instead, the same default would be provided for the same combination of customer and vendor selections.

In addition, Applicant notes that there is no requirement that the default exactly match a customer's preferences. Instead, the customer may be free to assemble a system that differs from these defaults. Thus, the method, system, and computer-readable medium need not provide a specific choice perfectly tailored for each individual customer. Instead, as the name "default" implies, a combination of components that might reflect the customer's needs may be provided by based upon the customer's selections regarding some basic information (e.g. business segment and performance level) and what the vendor has deemed important. In other words, the default which

the vendor believes is more likely to purchase is provided. Thus, the resultants of claims 1-18 are predictable. Accordingly, Applicant respectfully submits that claims 1-18 are allowable under 35 U.S.C. § 101.

In the above-identified Office Action, the Examiner rejected claims 1-19 under 35 U.S.C. § 103 as being unpatentable over U.S. Patent No. 6,167,383 (Henson) in view of U.S. Patent No. 5,668,997 (Lynch-Freshner). In so doing, the Examiner noted that Applicant argued that Henson teaches selection of a business at checkout.

Applicant respectfully traverses the Examiner's rejection. Claim 1 recites a method for providing a default offering for a product. The product is offered in a plurality of business segments and includes a plurality of components. The method recited in claim 1 includes allowing a customer to select business segment(s) and performance level(s) for the component(s). The method of claim 1 further recites dynamically determining at least one default offering determined based on the at least one business segment and the at least one performance level and providing the default offering(s) to the customer based on the selections. Claims 10 and 19 recite an analogous computer-readable medium and computer-system, respectively.

Applicant agrees that Henson describes a system that allows a user to select a business with which the customer is associated. However, as previously argued, Henson teaches that the customer is allowed to make such a selection upon *checkout*. Henson, col. 11, lines 10-11 and 63-67 and col. 13, lines 6-33. For example, Henson states that the type of use (business or personal) is selected for subsequent routing to a sales force. Henson, col. 13, lines 6-17. Because the business segment is selected upon checkout, the business segment is selected after the customer has made their choices for purchase. Consequently, this selection would *not* be used in providing defaults to a customer. Applicant can find no indication that the selection of a

type of use or business segment is utilized in determining which defaults are to be offered to the customer in selecting the system for purchase. Similarly, as the Examiner has acknowledged, Henson does not teach or suggest utilizing a performance level to present the user with a default system. Thus, Henson does not describe “dynamically determining at least one default offering based on the at least one business segment and the at least one performance level . . . and providing the at least one default offering to the customer based on the at least one business segment and the at least one performance level.” Consequently, Henson alone fails to teach or suggest the method, computer-readable medium and system recited in claims 1, 10, and 19.

Lynch-Freshner fails to remedy the defects of Henson. Lynch-Freshner does describe a system that accepts parameters from a client and produces a window based on these parameters. However, Applicant can find no indication in Lynch-Freshner or Henson that the parameters accepted can or should be include a business segment or performance level. Furthermore, Applicant has found no indication in Lynch-Freshner or Henson that the window provided based on the selected parameters can or should be the default offerings to a customer. Consequently, any combination of Henson and Lynch-Freshner would also fail to teach or suggest these features. Consequently, the combination fails to teach or suggest the method and system recited in claims 1, 10, and 19.

Moreover, as previously argued, Applicant respectfully submits that the concluding that Henson in combination with Lynch-Freshner teaches the inventions recited in claims 1, 10, and 19 involves improper hindsight.

Claims 2-9 and 11-18 depend upon independent claims 1 and 10, respectively. Consequently, the arguments herein apply with full force to claims 2-9 and 11-18. Accordingly, Applicant respectfully submits that claims 2-9 and 11-18 are allowable over the cited references.

Applicant's attorney believes that this application is in condition for allowance. Should any unresolved issues remain, Examiner is invited to call Applicant's attorney at the telephone number indicated below.

Respectfully submitted,

SAWYER LAW GROUP LLP

December 22, 2006
Date

/Janyce R. Mitchell/ Reg. No. 40,095
Janyce R. Mitchell
Attorney for Applicant(s)
Reg. No. 40,095
(650) 493-4540